



LAPG COVID-19 Support Service – Frequently Asked Questions as at 25 May 2020

Introduction

LAPG launched a dedicated email support service for legal aid providers on 02 April 2020. More information can be found [here](#).

The service has been created with support from The Legal Education Foundation to assist with LAA contract compliance and business continuity issues arising from the COVID-19 crisis. This service is free and open to all crime and civil legal aid providers. It is not restricted to members of LAPG. To date about half the users of the service come from private practice and half from the not-for-profit sector. Most queries relate to financial support and fees, closely followed by COVID-19 specific arrangements, then general legal aid queries. We have not included a number of very specific questions relating to particular circumstances in an organisation.

The answers are based on published LAA guidance and the experience of the LAPG support service team, including Matthew Howgate and Vicky Ling. Answers have not been checked by the LAA.

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Financial support

Many legal aid practitioners are experiencing financial difficulties due to the COVID-19 pandemic. The following schemes may be useful:

- Government COVID-19 [support schemes](#)
- Community Justice Fund for not-for-profit [social welfare law](#)
- Legal Aid Agency [financial support](#)
- Dates of LAA payments and [payment information](#)

Question: *We were wondering whether you have any suggested standard wording for the government business continuity loan application as to the impact of the virus on a business providing legal services to legally aided and vulnerable clients?*

Answer: Just to clarify our terms of reference. We are providing legal aid related support rather than general business support. We can't advise you on whether applying for such a loan is the right thing for your firm to do and would strongly advise you to discuss this with your accountants if you haven't already done so.

We don't have a standard wording, as the impact will vary from firm to firm depending on the categories of law they offer, the client groups they serve and the particular impact it will have depending on a range of other factors.

We discussed the things you have been doing, first to reduce expenditure: furloughing staff and starting a discussion about salary reductions with other staff in order to avoid possible redundancies in the future.

You also talked about how you are taking steps to improve cashflow by applying for POAs on all cases where possible and billing all billable cases.

We talked about the marketing you have been doing, by promoting your services for people facing domestic abuse and encouraging referrals of public law cases.

We also discussed the fact that you have a number of bills in the taxation process. You haven't received any DX for some weeks and you are trying to track it down through the system. You are hoping that there will be some assessed bills in the backlog.

A beneficial point is that although there are there bills stuck in the backlog, they will definitely be paid. It is the Ministry of Justice which owes you the money – it's not like many other businesses where there is some doubt about whether the organisations that owe them money will actually be able to pay. Another is pent up demand in the shape of long final hearings which are currently being adjourned but which will take place at a future date after lockdown is relaxed.

Question: *I am one of the skeleton crew of a sinking ship with a Legal Aid Family franchise. We do family, private and public law children cases. We are members of LAPG although have not used this resource before. I realise how valuable our secretarial and admin staff are now that they have all been furloughed!*

The firm is trying to maintain fee income by submitting interim claims on our certificated cases on CCMS. Unfortunately, there is nobody left with detailed knowledge of the Legal Aid rules and regulations. Can you tell me what are the current conditions for submitting an interim claim for costs?

Answer: Unfortunately, a lot of solicitors are in the same position as you without their trusted support. The rules on submitting applications for payments on account are in the Standard Civil Contract Specification, [general provisions in section 6](#) and Family specific provisions in [section 7](#).

In essence the Contract allows you to claim on account profit costs incurred not earlier than three months after the issue of a legal aid representation certificate. After that, you can apply for further payments on account, provided that you make no more than two applications in any 12-month period. This runs from the date that the first profit costs POA is authorised rather than the anniversary of the certificate. On non-CCMS cases, use form CIVPOA1, which can be submitted as an eform via the LAA CWA online portal.

Cases where the certificate was applied for through CCMS have to be claimed through CCMS. There are provider [quick guides](#) to help you through the process and the LAA provides a helpline if you have problems with CCMS.

To claim profit costs payments on account on CCMS, you need to submit a copy of the time ledger, i.e. full details of the case's running costs incurred to date (unless the case is covered by a standard fee scheme and has not escaped the fee). CCMS sends a notification document request for you to upload a copy of the ledger shortly after you have submitted the bill. In family cases, FAS should be included in the claim, neither these nor different fixed fee aspects are claimed separately. The system then calculates 75 per cent of the costs and a caseworker (not CCMS) will check the payments on account value against the supporting evidence. You will be paid the amount to bring the total payments on account made to 75 per cent of your profit costs to date. 100% profit costs payments on account can be paid in CCFS (events) cases.

Payments on account create debit amounts under the certificate which will be deducted from the total amount payable under the interim/final bill, so if the amount allowed under that bill is not greater than or equal to the total amount paid on account then there will be a debit balance owed to the LAA when the bill is paid. So, it is really important to keep track of costs and payments on account to avoid owing the LAA money at the end of the case.

You can claim for payments on account of disbursements in advance as long as the disbursement is over £100 and not covered by the standard rates/hours for experts in the Remuneration Regulations.

Signatures

The LAA has issued [expanded guidance](#) which says: *'In order to avoid delays or issues with processing, you should seek a signature at the earliest possible opportunity. If you are unable to secure a client signature (including a digital signature), where it is clear that reasonable attempts have been made to secure the client's signature and you have provided evidence of the client's intention to sign the form or that you have been appointed to act for a client by a court or tribunal, you may still submit a claim.'*

Question: *'When the LAA says "You should also seek a signature at the earliest possible opportunity", does that mean they will pay if we show we sought it but could not actually get it? Is there any flexibility there if we treat these cases as remote attendances but don't get the form back?'*

Answer: Sadly, there is no definitive answer to this question. Our advice is that you take all reasonable steps to obtain a signature at the earliest reasonable opportunity (and for as long as is reasonable) and that you record these steps on file. It would be extremely difficult for the LAA,

given the circumstances, to refuse to pay reasonable costs where proper steps have been taken to obtain a signature. We will raise this at a policy level with the LAA.

Question: *'Do you have any recommendations about how we satisfy the digital signature where clients don't seem to understand cutting and pasting text? Is it enough for them to reply "yes"?*

Answer: Yes, it is enough for them to say "Yes" in an email, provided that it is clear from the email that they understand what they are saying yes to. The critical issue is demonstrating understanding and intent.

Question: *Do you think the LAA will raise any issue if clients reply in their own language saying "yes" in agreement?*

Answer: As long as the LAA staff are clear that the client understood what they were agreeing to and actually agreed to it, then they would struggle to raise any issues if the wording were in the client's own language. Any non-English wording must be translated on the file so that LAA caseworkers can make a proper decision about what clients have agreed to.

Question: *"Does the supervisor [who counter-signs where a client signature can't be obtained] mean someone who has supervisor status [in the relevant category of law]. If I have supervisor status does that mean I can sign my own declaration as to means? Or does it mean I have to find another housing solicitor with housing supervisor status? Or does it mean something different?"*

Answer: The latest version of the [LAA's guidance](#) states:

"In situations where it is not possible to get a client signature, digitally or otherwise, please make a note on the file explaining why, countersigned by a supervisor, and also make a note on the application/form when submitted to avoid delays or issues with processing. Please seek a signature at the earliest possible opportunity.

For avoidance of doubt, supervisor signatures may also be provided digitally to enable effective remote supervision, as long as they are clearly related to the relevant file notes."

The first and most important question is why is it not possible to get a digital signature from the client at all? The LAA's position on digital signatures is really flexible and clients do not need to actually sign the document, scan it and send it back. All they have to do is email you to say they agree to sign the document and apply for legal aid. That's enough to count as a digital signature. Obviously if they can scan, sign and return the form (or use some other form of electronic signature tool) then all the better, but the need for a Supervisor counter-signature should be rare.

This is not a situation where the Supervisor involvement requires category specific legal knowledge. What it seems the LAA want is some form of supervision of these decisions.

Therefore, our view is that the Supervisor need not be the category Supervisor in the specific area of law. Further, there is nothing in the LAA guidance which stops you approving and countersigning your own client's application, if you are a category Supervisor.

You also need to remember that you still have to get the client signature at the “earliest possible opportunity” so it is critical that you keep a note of every matter where a Supervisor has counter-signed in the absence of a client signature so that, once the lock-down is lifted, proper client signatures can be obtained”, if at all possible.

Question: *‘In ye olde days I remember a piece of guidance that said it was not mandatory for the partner to sign on the form. This was particularly important in immigration cases where a partner may be overseas and have no access to post/email to receive and return a form with any speed; but was useful generally. I now cannot find this guidance.*

I have had cases since where clients have had partners who have not signed, and it has never been an issue with the LAA on assessment. My questions:

- *Is it mandatory for the partner to sign this declaration?*
- *Are you aware of any guidance that says it is not mandatory that you can direct me to?*
- *If it is mandatory, what happens if partner is not reasonably accessible (eg overseas) - can we proceed and note why partner has not signed? Do you think that we need to show we attempted to post the form to the partner or (especially in the days of Covid and digital signatures being acceptable) - get this done via email?’*

Answer: You have a good memory! There was [an article in Legal Action](#) on the point, which links to the Legal Services Commission guidance from 2009 which you clearly remember. Since the article was written, the 2018 Standard Civil Contract replaced the 2013 version. The paragraph in the specification remains the same except that it is now numbered 3.9. The LAA has still not issued revised guidance so the position remains as it was when the article was written.

In relation to what you should do now, we advise you to try to get the partner to sign the form – whether digitally or otherwise. If they can’t or won’t, then we advise you to write a detailed attendance note explaining that you did try to get it signed and why you were unable to succeed. However, it all boils down to your organisation’s appetite for risk; but the better documented your reasoning, the more chance you have of being paid or retaining a payment.

Question: *We’re trying to go totally paperless now, in response to the crisis, but we want to continue this after the crisis ends. Is LAA’s position that the digital signing / approval provisions apply generally, and are not just concessions made because of the crisis? I’m thinking particularly of –*

- *Non-wet ink images of signatures put on forms*
- *Approval by email exchange*
- *Grant with no signature or email whatsoever, just signed by supervisor.*

Answer: The provisions you mention are specific concessions due to the Covid-19 pandemic and are planned to be temporary. The LAA’s [Covid page](#) (see the last para under ‘Contents’ at the top) says:

‘The arrangements we are outlining will apply until 30 June 2020 but we will keep this under review on at least a monthly basis and amendments may be necessary, based on wider government advice.’

However, if you want to continue to work electronically, the Standard Civil Contract 2018 does make provision for that but envisages that you will use paper forms and signatures, then copy them

electronically, which isn't as neat as a completely paperless system but would allow you to keep a completely electronic file. See the Standard Terms (8.10) and the Contract Specification (1.9 et seq.).

COVID specific expenditure for Court hearings

Question: *'I have a Court of Appeal remote hearing next week. I've just had a rehearsal with counsel to check the IT is up to it, best locations for counsel to sit, how to move between screen and electronic authorities and to discuss how we communicate during the hearing etc – all in all with various IT glitches 45mins. We then have a dry run with the Court ahead of the hearing next week.*

Do you know if the LAA is going to pay for rehearsals which would not have been necessary if we were just having a straight-forward, in person hearing?'

Answer: We can confirm this is a new specific issue which hasn't been raised before. LAPG have raised it with the LAA and because it is new they have to take it away and discuss it internally before they can provide a response. LAPG will keep it under review and chase it up with the LAA if necessary.

In the meantime, we agree that you should time record the work and argue that it is proportionately and reasonably incurred in the circumstances. See below for an extract from the LAA's Costs Assessment Guidance:

'The approach to assessment

1.3. Many of the basic principles governing assessments are contained in the Civil Procedure Rules introduced in April 1999 and the Civil Procedure (Amendment) Rules 2013 which provide the general framework for dealing with costs, including the courts' discretion in the making of costs orders, the form and process of detailed assessment, and the basis, and criteria for quantification of costs. In particular, all assessments of Contract Work as payable by the Agency are to be carried out on the standard basis subject to the provisions of the Specification, the Regulations and this Guidance (see Paragraph 6.9 of the Specification).

CPR 44.3(2) states that:

*"Where the amount of costs is to be assessed on the standard basis, the court will—
(a) only allow costs which are proportionate to the matters in issue. Costs which are disproportionate in amount may be disallowed or reduced even if they were reasonably or necessarily incurred; and
(b) resolve any doubt which it may have as to whether costs were reasonably and proportionately incurred or were reasonable and proportionate in amount in favour of the paying party."*

Under CPR 44.4:

*"(1) The court will have regard to all the circumstances in deciding whether costs were—
(a) if it is assessing costs on the standard basis—
(i) proportionately and reasonably incurred; or
(ii) proportionate and reasonable in amount,..."'*

Family hearings

There is also the [guidance on remote family hearings](#) which has been jointly drafted by the LAA and HMCTS which has some detail following negotiations with the family representative bodies.

Financial eligibility

Deduction of rent/mortgage payments

Question: *'When considering a rent or mortgage payment - do we enter the sum on the controlled work form that has actually been paid or that is the liability to be paid? The guidance here refers to a sum "payable" but also refers to what is "actually being paid". Do we deduct what the client is liable for regardless of whether they are paying it or what they actually paid in the computation period? Do you have an authority for whatever is correct? A colleague mentioned a case about this by Southwark law centre? where it was the liability for rent that was relevant rather than actual payment that would be helpful to know about.*

Answer: Your colleague has a good memory about the Southwark Law Centre case. It was neatly [summed up by Giles Peaker](#) This established that the LAA should take the rent which the client was liable to pay into account rather than the amount the client was actually paying.

However, we have had [new regulations](#) since then. Reg 28 of The Financial Resources and Payment for Services Regulations 2013 says the assessment is based on the rent payable, net of Housing Benefit paid. BUT – it then goes on to say

(4) Where the amount of net rent paid by the individual is less than the amount of net rent payable, the Director may deduct the lesser amount where the Director considers it is reasonable to do so in the circumstances, having regard to—

(a) the likelihood that the individual will recommence payment of the full contractual amount in the future;

(b) the relationship of the individual with the landlord; and

(c) any agreement with the landlord or mortgagee for payment deferral.

(5) Paragraph (4) does not apply where the individual makes an application in respect of a matter described in paragraph 33 (loss of home) of Part 1 of Schedule 1, to the extent that—

(a) the matter concerns possession of the individual's home; and

(b) the individual is resisting a court order for such possession.

So, it all depends whether the case is a possession case or not. If it is a possession case, you deduct the rent payable less any HB paid.

If it is not a possession case the LAA has discretion as to the amount to be allowed and we advise you to send an email with your reasoning why the LAA should exercise its discretion in the way you consider appropriate (referring to the criteria set out in the regulation) to contactCivil@justice.gov.uk and put 'Means' into the enquiry line.

Controlled work forms – negative income

Question *'I would like to know the recommended practice in your view when it comes to negative versus nil balances.*

On certificated matters a negative balance is calculated for you automatically on a certificate and you justify it on the figures as to how this is possible. If you are completing the financial eligibility section on a controlled work form and the income less expenses leads to a negative balance, should you enter a negative balance into the total monthly disposable income section or leave it as "nil"?'

Answer: The question asks for the "Total monthly disposable income". You can't have negative disposable income, so in our view the logical answer must be 0 (nil). However, the LAA's [eligibility calculator](#) does produce a negative result, so that must be acceptable. If you use that and select 'print CW1' it produces a completed Legal Help form for the client to sign.

Remote working

Question: *As a result of the pandemic, we're thinking about alternative ways of working. Most of our staff are working from home. Could they still work from home after the lockdown ends? Would clients still need to attend our office to sign Legal Help Forms?*

Answer: Both the Crime and Civil Contracts contain an epidemic clause which covers a situation where you are prevented from complying with the Contract for reasons beyond your reasonable control:

'If you or we are prevented from complying with this Contract

30.6 Neither of the parties to this Contract is responsible to the other for any delay in performance, or for any non-performance, of its obligations and duties under this Contract due to any cause beyond its reasonable control. Causes beyond reasonable control are confined to:

- (a) severe physical damage caused by storm, fire or flood; and*
- (b) criminal acts; and*
- (c) epidemic,*

except any fire, flood or criminal act caused or committed by any member of the affected party's personnel. For the avoidance of doubt, nothing in this Clause shall relieve you from implementing and complying with the Business Continuity Plan.

30.7 If any cause within Clause 30.6 occurs the affected party must immediately:

- (a) inform the other party in writing of such cause and of what obligation or duty it has delayed or prevented being performed; and*
 - (b) take all action within its power to comply with the terms of this Contract as fully and promptly as possible,*
- and, unless the affected party takes such steps, this Clause must not have the effect of absolving it from its obligations under this Contract.'*

The LAA has [issued guidance](#) which makes it clear that they are reducing contract management activity in order to allow practitioners to concentrate on their clients. You should discuss your

remote arrangements with your Contract Manager. The LAA is likely to permit adapted service delivery arrangements for the period that government advice is to work from home where possible. We know that the LAA accepting working from home arrangements currently, even though paragraph 2.38 of the Specification states:

"2.38 In providing Controlled Work that is not Gateway Work you must attend your Client in the Office or other permitted location named in the Schedule unless the Controlled Work is:

- (a) provided via any Outreach Services service specifically authorised by a Schedule or other contract issued by us;*
- (b) approved by us in writing in advance;*
- (c) provided to a Client at their location for good reason;*
- (d) Controlled Legal Representation or Help at Court at the appropriate court or tribunal; or*
- (e) appropriate travel to attend on Counsel, experts, witnesses or site inspections."*

The Contract Schedule states:

"(1) Unless otherwise authorised in the Contract, Contract Work may only be carried out from the Office specified – see Clause 12.3 of the Standard Terms."

Clause 12.3 of the Standard Terms provides:

"12.3 A Schedule sets out the Contract Work that you are authorised to perform, any bespoke contract terms that apply to your provision of Contract Work, volumes of Contract Work and the Office(s) from which you perform Contract Work."

'Advice via Remote Communication

3.18 You may give advice to a Client over the telephone, by email or via other means of remote communication before that Client has signed the Application Form where:

- (a) the Client requests and it is not necessary for the interests of the Client or his or her case to attend you in person;*
- and (b) the Client meets the criteria in the Merits Regulations and Financial Regulations for the provision of Legal Help, and you may make a Claim for this work provided that the Client subsequently signs the Application Form and provides appropriate evidence in relation to their financial means and identity.'*

This provision is limited:

'3.17 Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.15 or provide telephone or email advice under Paragraph 3.18, must not exceed 25% of your total Matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraphs 3.15 or provide telephone or email advice under Paragraphs 3.18 in order to comply with your duties under the Equality Act 2010, this will not count towards the 25% limit set out in this Paragraph 3.17.'

The Civil Contract 2018 is often described as a 'face to face' contract, and the emphasis on providing services from an office reflects that. The arrangements permitted currently are under continual review and the LAA's approach could change as and when government advice on working from

home were to change. However, you would be able to deliver 25% of Legal Help matter starts to clients who did not attend your office.

LAPG is one of the representative bodies which has to be consulted on changes to the LAA's contracts. If members would like to see changes in a future legal aid contract, please contact Chris.Minnoch@lapg.co.uk or Kate.Pasfield@lapg.co.uk

Immigration fees

Question *'We are having a problem getting barristers to provide skeleton arguments in certain immigration cases.*

The issue is that the Courts are imposing the 'pilot' scheme on all new First Tribunal Hearings because of Covid 19. This means that when you lodge an appeal, or for all existing adjourned appeals, they are sending out standard directions (attached) saying that all appeals are now on the pilot scheme, and that there will be a telephone Case Management Review Hearing. You are directed to give all phone numbers for counsel/solicitor etc within 5 days. The problem with the directions is that you are directed to serve your skeleton argument within 15 working days.

The aim is that the Home Office should then look at our argument and consider withdrawing the decision.

In fixed fee cases, this means that there will be an add on for the CMRH of £90, and if the home office then withdraw it will be a Controlled Legal Representation matter without a substantive hearing (CLR 2a) which means a total payment of £227 + £90 (telephone CMRH). There is no money to pay counsel for preparing the skeleton and so chambers are refusing to prepare them for good reason as they won't receive payment for the skeleton argument.

Our suggestion for the long term would be that the LAA create another 'add on' for preparing the skeleton onto a fixed fee case (CLR 2a). Can you help with this?

Answer: ILPA raised the first issue with the LAA and MOJ since the procedural changes were first publicised. LAPG and ILPA have been stressing the importance of changing the remuneration scheme now in the light of the recent procedural changes. LAPG understands that the decision is with Ministers and hopes to hear something soon (this was as at 20 April 2020).

On 15 May [new regulations](#) were made to introduce a new fee from 8 June 2020. It is designed to last for 12 months as it has been introduced in response to COVID-19. No impact assessment has been carried out. However, the level of the fee is such that the representative bodies, including LAPG, have serious concerns about whether it will be adequate for the additional work required. The MOJ and LAA will be gathering evidence about how the fee is operating in practice. Please send your views to Chris.Minnoch@lapg.co.uk or Kate.Pasfield@lapg.co.uk

Housing contracts - scope

Question *'We have seen a large drop off in the number of clients that are coming through for advice (via the telephone or email) due to factors linked to the pandemic and because there is no court duty*

scheme. Whilst we are using this time to close and bill as much as we can, alongside working on ongoing homelessness cases, we are concerned about a few things:

- People are seeing a lot of changes to their income and their ability to be able to pay their rent. As our contract currently stands, we cannot advise these clients until the landlord serves them with a notice (or any time after that). In these unprecedented times could you ask that the LAA considers increasing the scope of our contract to include those who are at risk of homelessness due to change in income (or other issues) that could mean they are at risk of losing their home?*
- We believe that providing this early advice will save central and local government money in the long term, prevent homelessness, and reduce anxiety and mental health issues for adults and children.*
- If we are not able to advise clients earlier, we anticipate that potentially we may not be able to cope with the level of demand for housing advice once notices start to be served again and possession cases are heard again.*

Answer These are very valid points which we have been making to the LAA and MOJ. We are disappointed in the lack of a positive response so far; but we will keep bringing them to the MOJ and LAA's attention.

Mental capacity – scope

Question: *I was wondering if the LAPG has had any dialogue with the LAA about the issue of clients becoming ineligible for non-means tested legal aid in cases under s21A of the Mental Capacity Act, as a result of local authorities allowing their Deprivation of Liberty Safeguards Standard Authorisations to lapse due to lack of resources during the Covid-19 pandemic?*

This is becoming an issue in a number of our cases and it risks vulnerable adults being left without representation in proceedings concerning their deprivation of liberty. Any assistance on this issue would be much appreciated!

Answer: At present the regulations provide that legal representation is non means tested in relation to a mental capacity matter where the individual to whom legal representation is being provided is an individual in respect of whom an authorisation is in force under paragraph 2 of Schedule A1 to the Mental Capacity Act 2005. The MOJ/LAA's position is that unfortunately they cannot amend the regulations.

LAPG attends the MOJ/LAA gold command COVID meetings and this issue has been raised there. The MOJ is liaising with local authorities about the problem caused because they cannot carry out assessments. LAPG will be following up on the issue.

Supervisor requirements

Question: *'Can you use time spent in a category of law that is not public law towards the public law supervisor time tally? Eg an immigration or housing lawyer who can show they have knowledge of different public law remedies or proceedings but have never officially worked in a "public law" department or been a public law supervisor before.'*

Answer: An immigration lawyer could use the time using public law remedies as evidence that they met the public law supervisor standard. They would not need to have worked in a public law department or with the job title of public law lawyer. As you say, public law is not a separate category of law. It is used in a wide range of categories. That makes it different from all the other legal aid categories.

Question: *'Can you double count time on the supervisor forms? E.g. you want to be an immigration and public law supervisor. Can you count case involvement time from working in an immigration team over the past years on two separate forms (immigration and public law) or should you try to split out to your best recollection how much of your previous time was on non public law related tasks/public law related?'*

Answer: Our view is that counting the same time as, say, immigration and public law is not ideal as some contract managers may not understand the overlap it but if you have no choice, you may have to. We believe the LAA would have to accept the same time counting towards both categories because it would fall within both category definitions. The statement in the LAA's guidance that *'Work conducted in other categories of law may not be counted.'* would not apply as the work would fall under both categories so would not be 'other'. That is the nature of public law.

Question: *'We have someone who we would like to use as a supervisor who is about to join us. They were a supervisor at their old practice then left on maternity leave. They took the supervisor standards course on 26.04.18 and were confirmed as a supervisor at the old practice from 01.07.18. They supervised a caseworker for 9 months. They have not done the Level 3/NVQ qualification. I cannot find provisions about maternity leave except [here](#).*

'31. Supervisors who have had extended periods of absence for maternity, sickness or compassionate reasons (continuously for a period of three months or more or for a total of 90 days or more within any of the three defined 12 month periods) should complete the Case Involvement hours in the same way as a part time Supervisor.'

Does the new starter supervisor to do a new supervision course? And if so, does LAPG have one coming up soon?'

Answer: The issue concerns the element of experience/knowledge of supervision in the LAA contract. You have made it clear that the new member of staff cannot qualify under the NVQ route, and she last did a supervisor training course on 26.04.18, which is more than 12 months ago.

As you point out, the LAA's guidance in respect of the impact of maternity leave only covers the legal knowledge element, not the experience/knowledge of supervision element. I would first check further with your future colleague whether she meets 2.19a)

(a) has supervised in the relevant Category of Law at least one full time Caseworker (or equivalent) for at least one year in the previous five year period;

Your new colleague has already got 9 months experience as a fully qualified supervisor. Does she by any chance have a further 3 months experience at any point during the period back to 2015? She would not have to have been a qualified or recognised LAA supervisor during that time. The experience would still count. Would she for example have supervised a caseworker, trainee solicitor or paralegal for 3 months? It may be that she was involved in supervision informally before she did the course and was appointed in a formal sense.

If she does, she can qualify under 2.19a).

If she does not, and you need her to be recognised in order to meet the contract requirements for supervisors, you could ask your Contract Manager to exercise their discretion to allow your new colleague to operate as a supervisor for 3 months without meeting the full supervisor requirements under para 2.25.

Failing all the above, LAPG is hoping to run another supervisor course towards the end of June and in July 2020. please contact Chris.Minnoch@lapg.co.uk or Kate.Pasfield@lapg.co.uk for more information.

SQM and Lexcel assessments

We have received queries from practitioners with Lexcel assessments and SQM audits coming up about the current position. We understand practitioners are being offered a choice of remote assessment or postponement. This policy is being kept under review.

There is no right or wrong answer on whether it is better to go ahead or postpone. Each practice will make a decision based on its own circumstances, including for example, whether they have a digital case management system which can allow secure remote access. Some practitioners are extremely busy and under a lot of time pressure, others are less busy than before. As lockdown is gradually released and the Courts resume sitting, there is likely to be a backlog of legal work. For some practitioners it may be better to go ahead with an audit or assessment now.

Lexcel

The Law Society is providing a wide range of [advice and information](#) on adapting to the COVID-19 situation for members but it does not include Lexcel. Your assessment body should have up to date information.

SQM audits

The LAA has provided [the update below](#) on its 'contract management and assurance page'.

'SQM Recognising Excellence will contact those with audits currently affected. You do not need to take any action until a representative from Recognising Excellence has been in touch. Where you choose to, it is possible for Recognising Excellence to conduct the relevant SQM audit process remotely. Should a remote audit not be possible and your SQM certificate expires while Recognising Excellence are unable to conduct onsite audits, the LAA will not take any action in this situation. If you are unable to meet an agreed corrective action deadline following an audit undertaken prior to the lockdown, you should contact Recognising Excellence who will agree a reasonable approach while the restrictions are in place.'